

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
DEPARTMENT OF ENVIRONMENTAL SERVICES**

November 23, 2021

**ADDENDUM NO. 3**

TO: ALL BIDDERS

SUBJECT: **Annual Storm Water Concrete Lined Canal Repair Project  
City-Parish Project No. 21-CC-MS-0041**

**ORIGINAL BID DATE: Thursday, November 18, 2021 at 2:00 PM**

**CURRENT BID DATE: Tuesday, November 30, 2021 at 2:00 PM**

The following revisions shall be incorporated in and take precedence over any conflicting part of the original contract document:

**PART 1 – UNIFORM CONSTRUCTION BID FORMS:**

1. For paper sealed bidders, with reference to page UCBF 1 of 4 of Part 1, Uniform Construction Bid Forms, the Bidder shall indicate the receipt of this addendum in the space provided. For online Bid Express bidders, an acknowledgement of this addendum will be prompted by the electronic bidding program prior to formally submitting the bid. **Failure to indicate the receipt of this addendum shall be cause for the bid to be rejected.**

**PART 2 – SPECIAL PROVISIONS AND CONTRACT DOCUMENTS:**

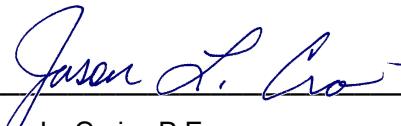
1. For paper sealed bidders, with reference to page UCBF 1 of 4 of Part 1, Uniform Construction Bid Forms, the Bidder shall indicate the receipt of this addendum in the space provided. For online Bid Express bidders, an acknowledgement of this addendum will be prompted by the electronic bidding program prior to formally submitting the bid. **Failure to indicate the receipt of this addendum shall be cause for the bid to be rejected.**
2. Insert Davis-Bacon Act WD #LA20210002 (DB 1 – 6) after Homeowner Notification Door Knockers (SP 75)
3. Delete Agreement (AG 1 – 4) in its entirety and replace with attached Agreement including Attachment A Compliance with the Code of Federal Regulations (2 C.F.R. § Pt. 200, App. II). The successful low bidder that is awarded the contract must agree to the regulations stipulated in Attachment A, sign Attachment A, and submit to the City-Parish with the executed Agreement.

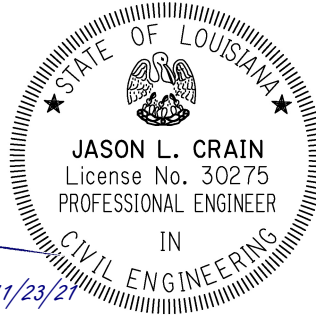
**Comments/Clarifications:**

1. Bidders shall note that this contract is federally funded in whole or in part with funds obtained through the American Rescue Plan Act of 2021 and as such certain Federal Regulations apply. Contractor and all sub-contractors shall review and agree to comply with the Code of Federal Regulations outlined in Attachment A included in this Addendum.

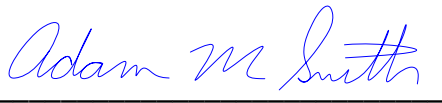
2. If any cofferdam and/or dewatering of the canal bottoms are determined to be required and approved by the Engineer, it will be considered as extra work on a work order by work order basis and handled in accordance with Subsection 4-3 of the standard specifications.

REVIEWED:

  
\_\_\_\_\_  
Jason L. Crain, P.E.



APPROVED:

  
\_\_\_\_\_  
Adam M. Smith, P.E.

"General Decision Number: LA20210002 11/05/2021

Superseded General Decision Number: LA20200002

State: Louisiana

Construction Type: Heavy

Counties: Acadia, Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Lafayette, Lafourche, Livingston, Ouachita, Rapides, St Landry, St Martin, Terrebonne, Webster and West Baton Rouge Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes flood control, water & sewer lines, and water wells; excludes elevated storage tanks, industrial construction-chemical processing, power plants, and refineries)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	02/05/2021
3	03/12/2021
4	07/23/2021
5	08/27/2021
6	09/03/2021
7	09/10/2021
8	10/15/2021
9	11/05/2021

CARP1098-004 07/01/2021

ASCENSION, EAST BATON ROUGE, LIVINGSTON AND WEST BATON ROUGE PARISHES

Rates

Fringes

CARPENTER  
(formbuilding/formsetting).....\$ 28.29 10.51

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CARP1098-014 07/01/2021

CALCASIEU PARISH

Rates Fringes

CARPENTER  
(formbuilding/formsetting).....\$ 28.29 10.51

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CARP1098-015 07/01/2021

ACADIA, LAFAYETTE, ST. LANDRY AND ST. MARTIN PARISHES

Rates Fringes

CARPENTER  
(formbuilding/formsetting).....\$ 28.29 10.51

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CARP1098-016 07/01/2021

BOSSIER, CADDO, OUACHITA, RAPIDES AND WEBSTER PARISHES

Rates Fringes

CARPENTER  
(formbuilding/formsetting).....\$ 28.29 10.51

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CARP1846-008 07/01/2021

LAFOURCHE and TERREBONNE PARISHES

Rates Fringes

CARPENTER  
(formbuilding/formsetting).....\$ 28.29 9.97

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ELEC0130-009 11/30/2020

LAFOURCHE AND TERREBONNE PARISHES

Rates Fringes

ELECTRICIAN.....\$ 31.65 13.13

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ELEC0194-007 09/06/2021

BOSSIER, CADDO, and WEBSTER PARISHES

Rates Fringes

ELECTRICIAN.....\$ 30.25 13.81

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ELEC0446-007 09/01/2021

OUACHITA PARISH

Rates Fringes

ELECTRICIAN.....\$ 25.65 1.5%+12.77

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\* ELEC0576-006 09/01/2021

## RAPIDES PARISH

	Rates	Fringes
ELECTRICIAN.....	\$ 25.70	4.25%+9.00

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ELEC0861-006 09/01/2021

## ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.03	4.34%+12.75

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ELEC0995-006 01/01/2021

## ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. LANDRY, AND WEST BATON ROUGE PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.03	11.49

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SULA2004-006 04/29/2004

	Rates	Fringes
CARPENTER (all other work).....	\$ 12.81	0.00
Cement Mason/Concrete Finisher...	\$ 13.77	0.00
Laborers		
Common.....	\$ 8.20	0.00
Pipelayer.....	\$ 9.45	0.00
Power Equipment Operators		
Backhoe/Excavator.....	\$ 13.01	0.00
Bulldozer.....	\$ 13.83	0.00
Crane.....	\$ 16.62	3.28
Dragline.....	\$ 15.16	0.00
Front End Loader.....	\$ 11.50	0.00
Motor Grader/Blade.....	\$ 11.75	0.00
Oiler.....	\$ 8.59	2.50
Trackhoe.....	\$ 12.64	0.00
Water Well Driller.....	\$ 11.91	2.44
Winch.....	\$ 11.38	0.00
Truck Driver, Dump.....	\$ 10.25	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



## **AGREEMENT**

This Agreement made and entered into at Baton Rouge, Louisiana, effective this \_ day of \_\_\_\_\_, 20\_\_, by and between the **City of Baton Rouge and Parish of East Baton Rouge**, hereinafter called "Owner", and \_\_\_\_\_, hereinafter called "Contractor".

The Contractor shall perform all work required by the Contract Documents for the construction of:

### **ANNUAL STORM WATER CONCRETE LINED CANAL REPAIR PROJECT CITY-PARISH PROJECT NO. 21-CC-MS-0041**

The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:

1. Notice to Contractors
2. Uniform Construction Bid Forms
3. Unit Price Form
4. Special Provisions/Technical Specifications
5. The Construction Drawings
6. The Standard Specifications
7. Attachment A - Compliance with the Code of Federal Regulations (2 C.F.R § Pt. 200, App. II)
8. The following enumerated addenda \_\_\_\_\_

### **CONTRACT TIME**

The award of this contract is based on an annual contract and will remain in effect from the effective date of this Agreement until December 31, 2022, with an option to extend for up to two (2) additional one (1)-year periods, provided all prices, terms, and conditions remain the same, upon mutual agreement of the contracting parties. Time is of the essence on the contract and the Notice to Proceed will be issued promptly. The Contractor shall perform work under this Contract on the dates and at the times as specified by written Work Order by the Director of Environmental Services or his representative. Work shall begin within the time limits specified in the Work Order. Work shall be complete in all details and ready for final acceptance within the time limits specified in each Work Order.

### **FAILURE TO COMPLETE WORK ON TIME**

Should the Contractor fail to mobilize within the time limits specified in the Work Order or complete the work authorized by any Work Order within the time limit specified, as extended, the Contractor will be penalized in accordance with the Contract Documents.

### **INTERPRETATIONS OF CONTRACT PROVISIONS**

The interpretations of the provisions of this contract by the Director, Department of Public Works, shall be binding upon both parties hereto.

### **CONTRACT PRICE**

The amount payable under this contract for calendar year 2022 shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_) and for the amount specified in the respective budget for the two optional annual renewals.

Contract price shown is based on the Unit Price Form included in Contractor's Uniform Public Works Bid Form for the project showing approximate quantities and unit prices therefore. The final contract price will be determined by the actual quantities in place at the unit prices set forth in said form and any other modifications or changes as mutually agreed upon in writing.

**PAYMENT**

The Owner will make partial or progress payments less applicable retainage, based upon monthly estimates, in accordance with the Contract Documents and subsection 10-6 of the Standard Specifications.

Upon satisfactory completion of the work, the Owner will make a final payment in accordance with provisions of the Contract Documents.

**INSURANCE, INDEMNITY AND LEGAL REGULATIONS**

Insurance, indemnity requirements, and legal regulations shall conform to those stated in the Contract Documents.

**RIGHT TO AUDIT**

The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement effective as of the date first written above.

WITNESSES:

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE**

\_\_\_\_\_

By: \_\_\_\_\_  
Sharon Weston Broome  
Title: Mayor-President

**Contractor**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title)

**PERFORMANCE AND PAYMENT BOND**

(Required For Contracts Over \$25,000)

That we, the undersigned \_\_\_\_\_ as principal, hereinafter referred to as "Contractor" and \_\_\_\_\_, duly authorized to transact business in the State of Louisiana as surety, are held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge, hereinafter referred to as "Owner", in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which well and truly to be made, the said principal and the said surety do hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that whereas, the Contractor by an instrument in writing attached hereto and bearing date of \_\_\_\_\_, 20\_\_\_\_, has agreed with said Owner to furnish labor, materials, tools and equipment to construct: **ANNUAL STORM WATER CONCRETE LINED CANAL REPAIR PROJECT CITY-PARISH PROJECT NO. 21-CC-MS-0041** shown on plans and specified thereby and in the specifications, proposals, and agreement forming the contract documents thereto attached.

**NOW THEREFORE**, if said Contractor shall well and truly in good, sufficient and workmanship manner, and to the satisfaction of the Owner, perform and complete the work required and shall pay all costs, charges, rentals, and expenses for labor, material, supplies, and equipment and deliver the said improvement to the Owner complete and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to the Owner by reason of any default or neglect of the said Contractor in the performance of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, That the said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of that contract, or the work to be performed there under, or the specifications accompanying the same, shall in anywise affect its obligation on the bond and it does hereby waive notice of any change, extension of time, alterations, or addition to the terms of the contract, or the work, or the specifications.

**PROVIDED FURTHER**, That if the Contractor, or his, their, or its subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or any other supplies or materials used or consumed or for any materials or supplies furnished for use by such contractors or his, their, or its subcontractors in performance of the work contract to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest and attorney's fees as provided by law.

**IN WITNESS WHEREOF**, Said Principal and Surety have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(WITNESS)

**AFFIDAVIT**

**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

**BEFORE ME**, the undersigned authority, personally came and appeared

\_\_\_\_\_  
who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_  
receiving value for services rendered in connection with:

**ANNUAL STORM WATER CONCRETE LINED CANAL REPAIR PROJECT  
CITY-PARISH PROJECT NO. 21-CC-MS-0041**

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

\_\_\_\_\_  
Affiant's Signature

**SWORN TO AND SUBSCRIBED** before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Baton Rouge, Louisiana.

\_\_\_\_\_  
**NOTARY PUBLIC**

**ATTACHMENT A**  
**COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS**  
(2 C.F.R. § Pt. 200, App. II)

**Definitions:**

**non-Federal entity-** means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**federally assisted construction contract** – any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government

**funding agreement** – agreement entered into between any Federal agency and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.

**The Contractor/Vendor/Sub-Recipient receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200.**

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All contracts for more than the simplified acquisition threshold, which is inflation adjusted and determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address **administrative, contractual, or legal remedies** in instances where **contractors violate or breach contract terms**, and provide for such **sanctions** and **penalties** as appropriate. As of 10/8/2021 the simplified acquisition threshold is **\$150,000.00**.

All contracts in excess of **\$10,000.00** must address **termination for cause** and for **convenience** by the non-Federal entity.

If a Federal award meets the definition of a “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.

**EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **DAVIS-BACON ACT**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "AntiKickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall maintain documentation which

demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

### **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **CLEAN AIR ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.



- (2) The Contractor agrees to report each violation to the non-federal entity and understands and agrees that the non-federal entity will, in turn, report each violation as required.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance through this contract.

#### **CLEAN WATER ACT / FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- (2) If this contract is funded by **FEMA** dollars, the Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the **FEMA**, and the appropriate Environmental Protection Agency Regional Office.
- (3) If this contract is funded by **FEMA** dollars, the Contractor agrees to include these requirements in each subcontract exceeding **\$150,000** financed in whole or in part with Federal assistance provided by FEMA.

#### **DEBARMENT & SUSPENSION**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Baton Rouge / Parish of East Baton Rouge. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

## **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **PROCUREMENT OF RECOVERED MATERIALS**

(2 C.F.R. § 200.323)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds **\$10,000** or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)**

Specifically,

a) recipients and subrecipients are prohibited from using grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See *Public Law 115-232*, section 889 for additional information.
- d) See also § 200.471.

**DOMESTIC PREFERENCES FOR PROCUREMENT**  
(2 C.F.R. § 200.322)

- a) As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b) For purposes of this section:
  - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**IN WITNESS WHEREOF**, the **Contractor** understands and agrees to the above Federal award provisions.

***CONTRACTOR***

\_\_\_\_\_ **BY:** \_\_\_\_\_  
(*Authorized Signature, printed name*)

**Date:** \_\_\_\_\_